

IN RE:) Case No. 16-21018-CMB
Thomas J. Hayes,) Chapter 13
Debtor,)
Thomas J. Hayes,) Related Document No. 212-211
Movant,) Hearing Date: 06/21/21 @ 10:00 a.m.
vs.) Response Due: 06/01/21
Select Portfolio Servicing, Inc.)
Respondent.) Document No.

AMENDED ORDER OF COURT

AND NOW, this _____ day of _____, 2021, on motion of the Debtor, it is hereby **ORDERED** that the Deferral Agreement between Select Portfolio Servicing, Inc. the Debtor is approved with the following material terms:

- A. **New Principal Balance:** The new principal balance now owed with respect to the Loan shall be \$114,552.04 (the “New Principal Balance”).
- B. **Interest Rate:** The Debtor promises to pay the New Principal Balance plus interest. From the Effective Date of this Agreement, interest will be charged on the unpaid New Principal Balance at an annual rate equal to 5.875% for the life of Debtors’ modified account.
- C. **Down Payment:** There is no down payment required for this Deferral Agreement.
- D. **New Monthly Payment:** The new **total** monthly payment amount will be \$1,214.63. The itemized breakdown of the total monthly payment is as follows:
 - i. Principal and Interest portion of payment = \$642.66.
 - ii. Tax and Insurance portion of payment = \$571.97.
- E. **Payment Term:** The first Post Agreement Payment will be due on May 1, 2021, with all of the subsequent New Monthly Payments due on the first day of each month following this date and continuing until the maturity date on July 1, 2055.

The past due mortgage payments for the months of June 2020 through April 2021, in the amount of \$7,069.26, will be due upon maturity of this loan and added to the last payment due.

IT IS ORDERED, that all other terms of the Deferral Agreement are approved;

IT IS ORDERED, that the executed Deferral Agreement is approved.

By the Court,

**Chief Judge Carlota M. Böhm
United States Bankruptcy Judge**